

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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M.B. and E.B., individually and on behalf of their child,  
E.B.,

Plaintiffs,

– against –

New York City Department of Education,

Defendant.

**STIPULATION OF  
SETTLEMENT AND  
ORDER OF DISMISSAL  
WITH PREJUDICE  
PURSUANT TO RULE  
41(a)(1)(A)(ii)**

22-cv-3266 (LGS)(SN)

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**WHEREAS** Plaintiffs, M.B. and E.B. , (“Plaintiffs”), individually and on behalf of their minor child, E.B., commenced an administrative proceeding pursuant to the Individuals With Disabilities Education Act, 20 U.S.C. § 1400 *et seq.*, concerning E.B.’s 2018-19 school year, which was designated Impartial Hearing (“IH”) Case No. 180058.

**WHEREAS** after a hearing on the merits, an IH Officer issued a decision on March 28, 2019 regarding IH Case No. 180058;

**WHEREAS** on April 11, 2019, Plaintiffs served a Notice of Intention to Seek Review of the hearing decision in IH Case No. 180058, and on May 7, 2019, Plaintiffs perfected the appeal of the hearing decision in IH Case No. 180058 to the New York State Education Department Office of State Review (Case # 19-035);

**WHEREAS** on June 7, 2019, the New York State Education Department State Review Officer issued a decision in Case # 19-035 in favor of Plaintiffs;

**WHEREAS** on April 21, 2022, Plaintiffs commenced this action against Defendant New York City Department of Education (“Defendant”) seeking attorneys’ fees incurred in the administrative action and this federal action;

**WHEREAS** Defendant denies any and all liability arising out of Plaintiffs' allegations in this action; and

**WHEREAS** Plaintiff and Defendant (collectively, the "Parties") now desire to resolve the issues of attorneys' fees and related costs and expenses arising out of IH Case No. 180058 and this federal action without further proceedings, on terms and conditions that are just and fair to the Parties.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the Parties, through the undersigned, as follows:

1. In consideration of payment of the sum set forth in paragraph "2" below, this action is hereby dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii), without fees, costs, or expenses in excess of the amount specified in paragraph "2".

2. The City of New York shall pay **THIRTY FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$34,900.00)** in full satisfaction of all claims for attorneys' fees, costs, and expenses, incurred or accrued in connection with school year 2018-19, including IH Case No. 180058 and the instant federal action.

3. Payment of the amount specified in paragraph "2" will be made by check payable to "Kule-Korgood & Associates, P.C.," and mailed to Plaintiffs' attorneys, Kule-Korgood & Associates, P.C., c/o Michele Kule-Korgood, Esq., at 118-35 Queens Blvd, Queens, New York 11375.

4. In consideration of the payment of the amount specified in paragraph "2," Plaintiffs and Kule-Korgood & Associates, P.C., agree to the dismissal of all claims against Defendant, and to hereby release and discharge Defendant and the City of New York, and their successors and assigns, and all past and present officials, employees, departments, agencies,

representatives, directors, and agents of the City of New York and Defendant from any and all liability, claims, and/or rights of action arising from or relating to any claims that Plaintiffs or Kule-Korgood & Associates, P.C., may have for costs, expenses, and/or attorneys' fees incurred or accrued in connection with school year 2018-19, including IH Case No. 180058 and the instant federal action.

5. Upon execution of this Stipulation and Order, Plaintiffs and Kule-Korgood & Associates, P.C., shall each execute separate Releases based upon the terms of paragraphs "2" through "4" above, Kule-Korgood & Associates, P.C., shall complete a substitute W-9 form, and Kule-Korgood & Associates, P.C., shall promptly provide these Releases and the substitute W-9 form to Defendant's undersigned counsel.

6. Payment of the amount specified in paragraph "2" is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation and Order as described in paragraph "5".

7. Nothing contained herein shall be deemed to be an admission by Defendant that it has in any manner or way violated either Plaintiffs' rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, or Defendant, or any other rule, regulation, or bylaw of any department or subdivision of the City of New York or Defendant.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or Defendant.

9. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.

10. This Stipulation and Order contains all of the terms and conditions agreed upon by the Parties, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation and Order, regarding the subject matter of the instant proceeding shall be deemed to exist, to bind the Parties hereto, or to vary the terms and conditions contained herein.

11. Nothing contained herein shall be deemed to be an agreement or admission by Defendant or the City of New York as to the reasonableness of the number of hours billed or the hourly rates claimed by Plaintiffs' counsel.

12. The Stipulation and Order is final and binding on all Parties, as well as their successors and assigns.


13. This document may be executed in subparts, and, whether or not it is executed in subparts, a signature received by facsimile or electronic mail shall have the same force and effect as an original signature.

Dated: New York, New York  
December 12, 2022

**Kule-Korgood & Associates, P.C.**  
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By:   
Michele Kule-Korgood, Esq.

By:   
W. Simone Nicholson, Esq.  
Assistant Corporation Counsel

SO ORDERED:

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HON. LORNA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE